

AGREEMENT

HENNEPIN COUNTY and CITY OF BLOOMINGTON

THIS AGREEMENT is made on _____ and is between the COUNTY OF HENNEPIN and the CITY OF BLOOMINGTON, both political subdivisions of the State of Minnesota, referred to as the "COUNTY" and the "CITY" respectively. For purposes of this Agreement, the address of the County is A2300 Government Center, Minneapolis, Minnesota 55487 and the address of the City is 1800 West Old Shakopee Road, Bloomington, Minnesota 55431.

WHEREAS, the City has regulated subsurface sewage treatment systems ("SSTS" also known as individual sewage treatment and septic systems) within its jurisdiction pursuant to its City Ordinance, Chapter 15, Article VIII, Divisions C and E; and

WHEREAS, the City seeks to abandon the regulation of SSTS within its jurisdiction; and

WHEREAS, the City passed Resolution # _____ on _____, in which it abandoned regulation and enforcement of SSTS within its jurisdiction and transferred such to the County, effective January 1, 2015.

WHEREAS, the County agrees to assume the City's responsibility for regulation and enforcement of SSTS within the City's jurisdiction to protect the public's health and safety pursuant to authority granted to the County under Minnesota Statutes Chapter 115 and 145A, and Minnesota Rules Chapter 7080, 7081, 7082, 7083 and as amended that pertain to sewage and wastewater treatment.

NOW THEREFORE, the parties agree as follows:

Section 1

SCOPE OF UNDERSTANDING

The City abandons its responsibility for regulating and enforcing subsurface sewage systems pursuant to City of Bloomington Ordinance, Chapter 15, Article VIII, Divisions C and E and the County agrees to assume the City's responsibility for regulatory and enforcement programs covering such pursuant to Hennepin County Ordinance, Chapter 19, effective January 1, 2015, as may be amended from time-to-time by the Hennepin County Board.

The City and the County will cooperate in effecting the orderly transfer of said responsibilities and will take such further reasonable administrative steps and execute such paperwork and documents as may be necessary to allow the City to transfer and the County to carry out said responsibilities.

Section 2

INDEMNIFICATION

2.1 The City agrees to defend, indemnify, and hold harmless the County, its officials, officers, agents, volunteers and employees from any and all liability for claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees, resulting directly or indirectly from any act or omission of the City in regulating and/or enforcing its Ordinance, Chapter 15, Article VIII, Divisions C and E.

Section 3

OTHER TERMS AND CONDITIONS

3.1 The City assumes sole responsibility for any and all pending claims and litigation arising from its regulation and enforcement of individual sewage treatment systems pursuant to its Ordinance, Chapter 15, Article VIII, Divisions C and E.

3.2 The City will assume sole responsibility for any and all claims and litigation initiated after January 1, 2015 that arises from its prior regulation and enforcement of subsurface sewage treatment systems pursuant to its repealed Ordinance, Chapter 15, Article VIII, Divisions C and E.

3.3 The City and the County agree each will be responsible for their own acts and omissions under this Agreement and the results thereof to the extent authorized by law. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligation under this Agreement.

Section 4

MISCELLANEOUS

4.1 The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

4.2 Both the City and County, their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. If the City or County create, collect, receive, store, use, maintain or disseminate data because of regulatory functions, then each entity must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. Both parties shall defend, indemnify and hold harmless the other party, its officials, officers, agents, employees, and volunteers from any claims resulting from the responsible party's, its officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Each party agrees to promptly notify the other party if it becomes aware of any potential claims, or facts giving rise to such, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

4.3 Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), both parties agree that the City, the County, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City or County and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.

4.4 The City and County each shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the City or County as the agent, representative, or employee of the other party for any purpose or in any manner whatsoever. The City and County shall remain independent with respect to all services performed under this Agreement. Each party represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the City or County or other persons while engaged in the performance of any work or services under this Agreement shall have no contractual relationship with the other party, and shall not be considered employees of the other party. Any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against the City or County, its officers, agents, contractors, or employees shall in no way be the responsibility of the other party. Each responsible party shall defend, indemnify, and hold harmless the other party, its officials, officers, agents, volunteers, and employees from any and all such claims irrespective of any determination of any pertinent tribunal,

agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the non-responsible party, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

4.5 The matters set forth in the "Whereas" Clauses on page one of this Agreement are incorporated into and made apart hereof by this reference.

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COUNTY BOARD APPROVAL

City of BLOOMINGTON, having signed this Agreement and the Hennepin County Board of Commissioners having duly approved this Agreement on the ____ day of _____, _____, and pursuant to such approval, the proper County officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Reviewed by the County
Attorney's Office

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

And: _____
Assistant/Deputy/County Administrator

CITY OF BLOOMINGTON

By: _____

Its: _____

And: _____

Its: _____

City organized under:

Statutory _____

Option A _____

Option B _____

Charter X